

1897-017
Lee Co

Chancery Causes: Susan V. Collier vs. W. H. G. Slomp &c

Wilson, Olinger, Hyatt, Cunningham

CA - Estate Dispute
T - Property

- Deed

To the Honorable H. S. K. Morrison
Judge of the Circuit Court for
Lee County, Virginia:

Humbly complaining
sheweth unto your honor, your
oratrix, Susan T. Collier. That
your oratrix was before and
during the year 1891, seized and
possessed of a certain tract
of land, in fee-simple, contain-
ing sixty five acres more or less,
lying in what is known as the
Gustley Cove, in Lee County,
Virginia, which she inherited
as heir at law from her father
John W. Slump deceased; that
on or about the 5th day of November
1891, your oratrix sold and con-
veyed by deed of said date,
in which her husband John H.
Collier joined, said tract of
land to her brother W. A. G.
Slump, at the price of eighteen
hundred dollars; that said pur-
chase price was split up into
three payments, payable in
annual instalments, to wit: two
\$500⁰⁰ payments due in one and
two years, and an \$800⁰⁰ ^{payment} due in
three years. for all three of said
payments, the said W. A. G. Slump
executed and delivered to your

1 oratrix, his three several bonds,
2 payable, as aforesaid, in one, two,
3 and three years from date, and
4 said date was on the 5th day of
5 November 1891. Said \$800⁰⁰ bond
6 is herewith filed marked "A", and
7 prayed to be herewith considered,
8 that your oratrix, ~~and~~ her said
9 husband, ^{duly} ~~signed~~ ^{acknowledged} and delivered
10 said deed to the said W. A. G.
11 Slump, conveying said land & heirs,
12 with covenants of general warranty,
13 and that your oratrix retained
14 in the face of deed, a vendor's
15 lien on said tract of land
16 to secure the payment of the
17 entire purchase money.

18 Your Oratrix will now show
19 your honor that on the 4th day
20 of February 1893, the said W. A. G.
21 Slump, came and represented
22 to her that said deed had been
23 lost and could not be found;
24 that at said time by an arrange-
25 ment between them three hundred
26 dollars of said purchase mon-
27 ey was settled; that the said
28 W. A. G. Slump then requested
29 that another deed be made;
30 that your Oratrix and her husband,
31 pursuant to the request of the
32 said Slump made signed, and

delivered another deed, conveying
said tract of land to Annie B. Slump
and Minnie L. Slump, two children
~~and parts~~ ^{under the age of twenty years}
of the said W. H. G. Slump. for the
consideration of \$1500⁰⁰, the
residue of the purchase price
\$1800⁰⁰, after setting the said
\$300⁰⁰, as before stated. That these
deeds were executed by the said
W. H. G. Slump and delivered to your
oratrix for all of the said \$1500⁰⁰,
except the said \$800⁰⁰ bond,
which remained as under the
original transaction, but the
^{said \$500⁰⁰ bond} ~~deeds~~ ^{into} and constitutes
a part of the consideration
\$1500⁰⁰, in the last named deed,
that said deed from your oratrix
and her husband is recorded
in deed book Book No. 29, pages
377, in the Clerk's office for the
Lee County Court, Virginia,
and reference is made to said
deed for a more particular descrip-
tion of said land, and the terms
of sale under said last arrange-
ment. A copy of said deed is here
with filed marked "B" and prayed
to be considered with this bill.
Your oratrix will further show
your honor that by an inspection
of said copy of said deed,

1 she ^{expressly} retained in the face of said
2 deed ~~she expressly retained~~ a vendor's
3 lien on said tract of land to secure
4 the unpaid purchase money, and
5 that said vendor's lien is the only lien
6 on said tract of land.

7 Your oration will now show
8 your honor that all of said pur-
9 chase ^{money} has been paid, except
10 the said \$800 ⁰⁰ bond; that
11 said bond bears date on the
12 5th day of November 1891, and
13 is payable by the 1st day of Novem-
14 ber 1893, and shows on its face
15 that it is for said tract of land, ~~the~~
16 said \$800 ⁰⁰ bond and the interest-
17 thereon is ~~not~~ and has long
18 been due, and is unpaid,
19 See Exhibit "A" herewith filed.

20 The object, therefore, of this
21 bill is to enforce said vendor's
22 lien on said tract of land,
23 and to have the same sold
24 or so much thereof as
25 may be necessary to pay
26 said \$800 ⁰⁰ bond and its interest,
27 and the costs of this suit.

28 The prayer, therefore, of your
29 oration, is that the said M. A.
30 G. Slump, Annie B. Slump and
31 Minnie L. Slump be made parties
32 defendants to this bill, and be

required severally to answer the
same on oath, as fully and particular-
ly as each of them had been thereto
specially interrogated; that said
Deudon's lien be enforced on said
tract of land, and that said
tract of land, or so much thereof
be sold as may be necessary to
pay said ~~\$500.00~~ bond, and the
interest thereon, and the costs of
this suit; and that a guardian ad
litem may be assigned by the Court
to the infant defendants Annie
Annie B. Sleep and Minnie L. Sleep,
in order to defend them in this
suit. And that such other
and further relief may be grant-
ed to your oratrix as is adapted
to the nature of her case, and
agreeable to equity and good
Conscience. And may summons
issue against the said defend-
ants hereinbefore named. And
your oratrix will ever pray etc.,

B. H. Sewell

p. H.

Set February 1894. (S)

Susan V. Waller.

vs E. Pico Chey.

W. A. G. Slump et al.

1894 1st Feb'y Rules Bill filed

Sums executed and due to

1894 2nd Feb'y Rules Aus. G. A.

L. filed and consumed

of W. A. G. Slump filed

Case set for hearing

by Plaintiff

March Decree contd

" June Decree final

O B 4 Page 52

373

450

1523

C 5.62

S 1.50

atly 15.00

Com 6.75

J.P 1.00

M.P 2.00

Co clk 75

into 1.50

34.12

Estimate 5.00

\$39.12

Guard ad litem 5.00

44.12

1 Virginia: - In the Circuit Court of Lee County.
2 At the March Term, 1894.

3 The Answer of Nannie B. Kemp and Minnie
4 S. Kemp by Wm A. Orr their Guardians ad
5 litens to a bill in Chancery exhibited in
6 this Court by Susan D. Gallier against said
7 wards and W. A. Kemp.

8 The answer filed by respondent in this case at
9 last 2nd July Rules having been excepted to
10 by the plff and the Court having sustained
11 said exceptions, your respondent again
12 answers and says that the Complainants
13 bill is not sufficient in law. —

14 But if any further
15 answer is necessary he says that he
16 is informed by the father of his wards
17 that a portion of the land mentioned
18 in complainants bill is in adverse
19 possession, and that it is very val-
20 uable; that he knows nothing of the
21 truth or falsity of Complainants allegations
22 in his bill - but asks that he be
23 required to prove by competent testimony
24 that his wards owe him for
25 the purchase price of the land
26 mentioned. Your respondent
27 having answered he prays to be
28 hence dismissed with his reason-
29 able costs

30 Wm A. Orr

31 Guardian ad litens

32 Sworn to in open court before me by Wm A. Orr
this the 10th day of March 1894

AB Munsey Clerk

Wm A. Orr, Guardian ad litem
ad} Annuit

John J. Haller

Filed in open Court March
The 10th 1894
A B Manservant Clerk

g

Feb 15 00

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

Virginia: In the Circuit Court
of Lee County.

At 2nd July Rules, 1894.

The answer of Nannie B. Slump
and Minnie S. Slump by Wm. A. Orr
their Guardians ad litem to a bill
in Chancery exhibited in this
Court by Susan V. Wallies against
said wards and W. H. A. Slump.

Respondent, for answer, says
that he knows nothing about the alle-
gations in the complainant's bill, except
what he sees in the bill and exhibits
filed therewith, and that his wards are
very young and are not presumed to
know any thing about the things
stated therein.

But, your respondent
is advised that no contract made
with them or with any person
whatever not legally authorized to
act for them can bind them;
that no legal evidence of the
money claimed by said bill is
evidenced by the note filed as
exhibit "A," it being a note
signed by W. H. A. Slump and
not executed by his wards or by
any one having authority to

Contract for them; that the
deed filed with said bill vests
the legal title in his said wards;
that they have a right to accept
and hold it - but your respondent
denies the right to charge
or retain and enforce a
vendors lien against his wards
they being incompetent to contract.

If W. A. Plump executed to
the Complainant she should
sue him for it.

Further answering, your
respondent says that he is in-
formed that a portion of the
land sold to these wards
is in dispute and that a part
of the disputed land is in the
possession of Harry Wilson; that
the said wards are in any event
entitled to an Abatement.

Having fully answered your
respondent begs to be hence dis-
missed with his costs

Wm A. Orr

Guardian ad litem.

Virginia:

In the Clerk's Office of the

Circuit Court of Lu County:
I, A.B. Munsey, Clerk of said
Court do Certify that Wm. A. Orr
Guardian ad litem this day
appeared before me in my
Office and made oath
that the foregoing answer is
true to the best of his know-
ledge, information and be-
lief. Given under my hand,
this the 2nd day of February,
1897. A.B. Munsey Clerk

The within answer is excepted to,
in so far as it seeks to release the
infants from the payment of
the purchase money by an
enforcement of the vendor's
lien. They cannot hold the
land and refuse payment,
This March 8th 1894.

BH. Sewell atty for
'plaintiff'

Ex. decided will taken - Orr

Wm. A. Orr, Guardian
exce. litens

and J. C. Cressman

Susan D. Tallis

Filed Feb'y the 20th 1894

A. B. Munsey

Clerk

Virginia:

In the Circuit Court of Lee County.

At the March Term 1894.

The answer of W. N. G. Slump to a bill in Chancery filed in this honorable Court by Susan T. Callis against this respondent, and, Nannie B. Slump and Minnie L. Slump, infants &c.

Respondent, answering Complainant's bill, for answer says, that he at one time contracted for the land in the bill mentioned, but that the said trade was canceled and recanted, and your respondent does not claim any interest in the land mentioned; that the said note filed with the Complainant's bill was given by him as part of the said contract which was entirely canceled, respondent having fully surrendered all claim to the title to said land; that it is true that it appears from exhibit "B" filed with Complainant's bill that the Complainant, after the said trade was canceled with your respondent, conveyed said land to respondent's Co-defendants, who are infants as stated in said bill — but with that trade your

respondent is advised that he has nothing to do. But each respondent having been called upon to make answer on and as to each allegation of said bill, your respondent says that he is advised that the Complainant was, at the time she made said deed to said infants fully competent to contract and that she had a perfect-right-to convey said land to said Infants if she desired to do so. But, your respondent is further advised that the Complainant cannot charge them by vendor's lien or otherwise for the purchase price of said land; that said infants by reason of their infancy could not make or ~~do any~~ act that would bind them or their property thereafter for one cent; that the Complainant well knew of the infancy of said co-defendants and can not now whine and complain of her own wrong. Your Respondent further says that the Complainant at the

time she conveyed said land to said Infants did not have a good and indefeasible title to all of said land; that Geo Harney Wilson & Lurkey Cove, Lin Co., Va lays claim to about two acres and has some of said land in actual possession, the same being under fence; that the same so in dispute is worth at least \$40⁰⁰ per acre; that in any event a Commissioner should be appointed to report upon the state of said title, and the value of the land to which there is not good title, and a proper abatement of the purchase price made.

Having fully answered, respondent begs to be hence dismissed with his costs, and, as in duty bound he will ever pray.

M. J. Ely & attys for
Wm A. Orr & Ref. H.

Virginia: - In the Circuit Court-Clerks Office
of Lin County:

I, A. B. Munsey, Clk of said Court do hereby Certify that W. H. A. Slomp this day appeared before me in my Office and made oath that the foregoing Answer is true. This July 20th 1894
A. B. Munsey Clerk

The within answer is excepted to in
so far as it seeks to release
the infants from the payment
of the purchase money by an
enforcement of the vendor's
lien. They cannot release the
land and refuse payment,
this march 8th 1894.

B. H. Sewell atty
for plaintiffs

By not well taken & no decision - on

This answer is further excepted
to, because not responsive
to the bill in the following por-
tions:

- 1st Because respondent neither
admits nor denies his liability
on the bond sued on,
 - 2nd Because he neither admits
nor denies the existence of the
Vendor's lien on the land as
alleged in the bill,
 - 3rd The last two lines on 2^d page
and first six lines on 3^d page are
excepted to because immaterial
and not matter of defence, and
 - 4th Because the answer is
evasive and argumentative.
- March 9th 1894.

B. H. Sewell
att'y for plaintiffs

W. N. G. Stimpf

ads J. Fred.

Amos Collins

Filed February the 20th 1894

A. B. Murray Clerk

Wm. A. Stimpf atty
for D. G. G. G.

1 Susan T. Collier Reff
2 vs
3 W. H. G. Slump et al Dfts } In Chancery

4 This Cause came on again this
5 the 8th day of March 1897, to be again
6 heard upon the papers formerly read
7 in the Cause and the report of
8 B. H. Sewell, Special Commissioner
9 and deed therewith, filed in the Cause
10 on the 8th day of March 1897, and
11 was argued by Counsel. And it
12 appearing to the Court that there
13 are no exceptions to said report
14 and deed, it is adjudged ordered
15 and decreed that report and
16 deed be and they are both
17 hereby approved and confirmed.
18 And it is further ordered that
19 the Clerk of this Court deliver
20 said deed to the said C. Slump
21 and C. E. Flanary purchasers, for
22 recordation, and that they pay
23 the said B. H. Sewell, Special
24 Commissioner five dollars
25 for executing deed, and for
26 which execution may issue.
27 And there being nothing further
28 to be done in this Cause, it
29 is ordered that the same be
30 stricken from the docket.

Susan T. Collier,

vs { Decemfinae

W. H. G. Slempetal,

Ex. C. O. B. p. 544

Enter this

W. H. G.

March 8th 1897

Susan T. Collier Plff -
vs.
W. V. G. Sleep et al Dfts } In Chancery

This cause came on again this the 5th day of March 1897 to be again heard upon the papers formerly read in the Cause, and the report of B. H. Sewell, Special Commissioner, filed therein on the 16th day of February 1897, and was argued by Counsel. And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court, and that no exceptions have been filed thereto, It is adjudged ordered and decreed that said report and the collection of the said purchase money and the payment of same to the party therein reported, be and the same is in things hereby confirmed. And it further appearing to the Court from said report that the purchasers Geo. C. Sleep and C. E. Plawny, of said land sold to them, are now entitled to a deed to said land, It is further adjudged ordered and decreed that B. H. Sewell, who is hereby appointed a special Commissioner for the purpose make executi, and duly attn

1 would a deed, with covenants
2 of special warranty, to the said
3 J. Sleep and C.E. Flannery, for
4 deors as aforesaid, conveying
5 the said land purchased by them
6 and described in the bill and
7 proceedings in said cause,
8 and report his action and
9 said deed to a future day of
10 this term of the Court, and
11 until which time this cause
12 is continued.
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18 Susan T. Collins,
19 { Deeres confirm
20 { ing collection
21 { of purchases
22 { of property and
23 { of goods made
24 W. H. G. Sleep
25 Esq.
26 C. C. B. B. p. 539.

27
28
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32
Enter this
M. L. M.
March 5th 1897.

Susan T. Callier Plff. }
vs } In Chancery
W. H. G. Slamp et al Dfts.

This Cause came on again this day & he again held upon the papers formerly read in the Cause, and the report of B. H. Sewell Special Commissioner filed therein on the 22nd day of October 1894, and was argued by Counsel. And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court; and that no exceptions have been filed thereto, It is adjudged ordered and decreed that said report and the sale of land therein reported be and the same are each hereby confirmed.

Said Commissioner will proceed to collect the said two deferred payments when said two bonds become due, pay them over to the party entitled thereto, take receipts for said payments, and report his action to some future term of this Court, and this Cause is continued.

Susan V. Collins,
Deene Co
vs ^{forming our} numerous rept
of same.
W. H. G. Sleepers

Entered in
Chey Order Book
Page 103

Entered this
W. H. G.
November 1st 1894,

Susan T. Collier Plff.

vs
W. N. G. Slump et al Dfts

{In Chancery.

This cause came on this the 16th day of June 1894, to be again heard upon the papers formerly read in the cause, and the depositions of witnesses and exhibits filed therewith, and was argued by Counsel. On consideration whereof, it is adjudged, ordered and decreed that the plaintiff recover of the defendant W. N. G. Slump the sum of eight hundred dollars with legal interest thereon from the 1st day of November 1893, until paid, and the costs of this suit. And it appearing to the Court that the same is a lien upon the land in the bill and proceedings mentioned, it is further adjudged, ordered and decreed that unless the said W. N. G. Slump or some for him, pays the same within thirty days from the rising of this Court, then

B. H. Stowell, who is hereby appointed a special Commissioner for the purpose, will proceed and sell the said land in the bills and proceedings mentioned, or so much thereof as may be necessary, to pay said debt interest and the costs of this suit. He will make sale by public outcry to the highest bidder on some court day, at the front door of the Court house for Lee County Virginia, on a credit of one and two years, except for so much as may be necessary to pay the costs of this suit and commissions of sale, which he will require paid in hand, and for the residue take bonds payable to himself as Commissioner, bearing interest from day of sale with approved personal security. But before proceeding to execute this decree, said Commissioner will execute bond before

the Clerk of this Court, in a
penalty of \$600⁰⁰ with approval
personal security, conditioned
to duly perform his duties
hereunder. He will then
advertise the time, terms
and place of sale, for at
least thirty-days prior thereto,
by posting written notices of
the same, one of which on
the front door of the Courthouse
of said County, and at two
or more public places in
said County, one of which
shall be in the neighborhood
where the land lies. He
will report his actions to
the next term of this Court,
and the cause is continued.

Susan T. Collier,
vs { Decree for
{ sale.
W. H. G. Sumpster,

Ent on Chy Ord. Book p
52

Enter this,
W. H. G.
June 16th 1894.

1 Susan T. Collier Plff.
2 vs
3 W. H. G. Slump et al Dfts } In Chancery

4 This cause came on this day
5 to be heard upon the bill of the
6 plaintiff and the exhibits filed therewith,
7 the answer of W. H. G. Slump
8 and exceptions thereto, and the answers
9 of Maria B. Slump and Minnie L. Slump
10 infant defendants by Wm. A. Orr their
11 guardian ad litem and exceptions thereto,
12 and was argued by counsel.

13 On consideration whereof, it is
14 adjudged, ordered, and decreed
15 that the exceptions to the answer of
16 W. H. G. Slump be and the same are
17 hereby overruled, and the exception
18 to said infants answer by their
19 guardian ad litem, be and the same
20 is hereby sustained, and said answer
21 suppressed, with leave to said
22 guardian to amend his said answer
23 or file another answer, and another
24 answer, ^{and demurrer} by said guardian ad litem
25 for said infant defendants was
26 accordingly filed, And thereupon
27 this cause came on to be heard
28 again upon the bill ~~of the bill~~ of the
29 plaintiff and exhibits filed therewith,
30 the answer of W. H. G. Slump, and the
31 said demurrer and answer by said
32 guardian ad litem for said

1 infants, and was argued by counsel,
2 On consideration whereof said
3 demurrer is overruled, and the
4 plaintiff replied generally to
5 each of said answers, and
6 the cause is continued,
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Susan T. Hallier,

vs
Decker,

W. H. G. Slumpstead,

Entered - Chy. D. Book

Page 593.
Mch 15th 1894

Entered this.

W. H. G. Slumpstead

Mch 15th 1894.

The depositions of Susan V. Collier
John H. Collier taken on this
12th day of May 1894 at the Office
of W. A. Orr in the Town of Jonesville
Virginia pursuant to agreement, which
depositions when taken are intended
to be read as evidence in behalf of
the plaintiff in the chancery cause
of Susan V. Collier Plff against
W. N. & Slump, ^{et al} Defs., now pending
in the Circuit Court of Lee County
Virginia. Present B. H. Sewell atty
for Plff & W. A. Orr atty ad litem
Def. W. N. & Slump & Guardian ad Litem.

Quest. Susan V. Collier a witness of law?
age being duly sworn deposes & says:-

Quest.

~~Inst. Are you the plaintiff~~

The foregoing deposition is objected to
because the witness Susan V. Collier is
a party to the original contract and
because the defendants Wm B Slump
and Minnie L. Slump are infants and
can not testify

Wm A. Orr, Guardian ad litem

Inst 1. Are you the plaintiff in this
suit?

He is not.

Ques 2. Please state whether or not you sold your interest in the real estate of your father John M. Slump died, to W. N. G. Slump.

Ans. I did.

Ques 3. Did you make a deed to him for the same?

I did.

Ques 4. Please take the paper I showed you marked "X", and state whether or not it is the deed, and if so, file it as part of your deposition;

It is the deed & I herewith file it as a part of my deposition.

Ques 5. The consideration stated in said deed is \$1804 $\frac{51}{100}$, now state ~~how~~ this into what payments this sum was divided, and when they were due made, and whether or not notes or bonds were executed for said payments,

The \$4 $\frac{51}{100}$ was for an ~~amount~~ interest in small Coal Bank in the Crab Orchard.

The \$1800⁰⁰ ~~was~~ divided
into 3 payments as follows:
1st payment was for \$500⁰⁰ due &
payable Nov 1st 1891;
2nd payment was for \$500⁰⁰ due &
payable on Nov 1st 1892;
3rd payment was for \$800⁰⁰ due
& payable on Nov. 1st 1893.
W. N. G. Slump executed his
notes to me for these 3
payments.

The note sued on marked
"A" for \$800⁰⁰ is for the said
third payment ~~above~~ of \$800⁰⁰
above mentioned. The lien
retained in said deed was
to secure the payment of
these 3 notes.

Ques 6. State whether or not W. N. G. Slump
ever paid you anything on these
three notes, if so, how much?

Ans. He paid me \$80²⁰ on the first
\$500⁰⁰ note. And this is all.

Ques 7. State how it was that W. N. G.
Slump delivered the deed marked
"X" back to you?

He failed to make the payments
as he had agreed and we tried

arrange for a settlement. Under this arrangement \$300⁰⁰ out of the \$1800⁰⁰ he was not to pay provided he made me a cash payment of \$400⁰⁰ down. This would have left \$1500⁰⁰ of principle money. He requested me at this time to make another deed conveying the same land to his two children, Nannie B. Sleep & Minnie L. Sleep. I made another deed conveying the land to said children at his request. My trade was with W. H. & Sleep & not with his ^{said} children.

I think that exhibit "B" is a correct copy of the deed I executed to the said children of said Sleep.

Dec 8, The consideration in said copy & marked "B" is \$1500⁰⁰, how was this sum divided & how ^{when} were the payments to be made.

He was to pay \$400⁰⁰ down & to execute notes for the residue. The said \$400⁰⁰ was composed

Of the interest ~~that~~ which had
 accrued on the said two
 five hundred dollar notes
 above mentioned and a part
 of the principal which was
 \$1500⁰⁰ the consideration mentioned
 in exhibit "B". ^{a part of} For the residue of
 the \$1500⁰⁰ he executed to me
 one note for \$360⁷⁰ marked
 exhibit "C" in this case & as
 the said \$800⁰⁰ note here sued
 on was already written we
 agreed to let it stand for
 the balance of the said residue
 of the \$1500⁰⁰.

Ques 9. State whether or not said
 \$800⁰⁰ note here sued ^{on} constitutes
 a part of the consideration
 of \$1500⁰⁰ mentioned in said ^{copy}
 marked "B," and for which
 the lien in said deed "B" was
 retained to secure?

yes sir.

Ques 10. State whether ^{or not} the note here
 sued on for \$800⁰⁰ has been
 paid to you or any part
 thereof?

Nothing has been paid on
 it.

Ques 11. State whether or not the said \$400⁰⁰ was paid down by you as W.A.G. Slump agreed to do?

Ans- He only paid \$300⁰⁰ of it down & \$100⁰⁰ a month later.

Ques 12 You state that you made another deed, of which the exhibit "B" is a copy to said children at the request of W.A.G. Slump, now state did the said W.A.G. Slump then give you back the first deed named "X".

Ans- Yes sir he gave it back to me & he reach it to me & said, "I guess this is yours now & put it up."

Ques 13, If W.A.G. Slump told you why he wanted another deed made to his said children, ~~you~~ state what was it?

Ans- He said he wanted it deeded to the children, ^{to get it out of his hands} to save it & keep it from being sold to pay security debts. He said nothing at all about it being for their benefit.

Examination

The foregoing disposition is objected to because irrelevant and immaterial - especially as to any statement or transaction had with Wm H. H. Slump the same being irrelevant and immaterial.

Wm A. Orr

Guardian ad litem

And further this Dependent said
not.

Susan P. Collier

John H. Collier Another witness of lawful age being duly sworn deposes & says:-

Dec 1.

Preliminary examinations

Are you the husband of the plaintiff
& are you a party to the deed executed to Nannie B. & Minnie L. Slump

I am the husband of the Plaintiff
& I joined with her in said deed.

The deposition of the witness is objected to because the husband of the plaintiff and because a party to the original contract and because Nannie B. & Minnie L. Slump were and now are infants

Wm A. Orr

Guardian ad litem

June 1. Please state whether or not the
\$800^{note} here sued on is for a
part of the \$1500^{the} the Consider-
ation mentioned in ^{the} deed from
you and Susan V. Collier to
Fannie B. & Minnie L. Sleep,
and for which the lien
in said deed is retained?

Ans. Yes sir it is & the lien
therein ^{retained} ~~contained~~ was to
secure said note.

June 2. Please state whether or not
said \$800^{note} here sued on or
any part thereof has been
paid to Susan V. Collier,
or to you for her benefit?

Ans. No Sir, not a dollar of it.
And further this deponent
saith not.

John H. Collier
Virginia Lee Co to wit:

I, D. P. Swell, a notary Public for
the county aforesaid in the state of
Virginia, do certify that the foregoing
depositions of Susan V. Collier &
John H. Collier were duly taken
sworn to & subscribed before me
at the time & place & for the purpose
mentioned in the caption. Given
under my hand this 12th day of May
1894.
D. P. Swell N. P. for the County

Susan V. Collier

vs 3 Depos

W. N. & Slemur et al

Received from Robt.
Pub. before whom
taken & filed this
May 12th 1894 -

J. W. F. Richmond
D.C.

Fee N.P. 2⁰⁰

The deposition of W. N. G. Slump, taken before me A. B. Munsey a Commissioner in Chy. of Lee Co. Va on the 22nd day of May, 1894, at the office of Wm A. Orr in Jonsville, Va, pursuant to agreement, which deposition is to be read as evidence on behalf of the defendants in a certain suit in Chancery now pending in the Circuit Court of Lee County, Va, wherein ~~James H. Collier~~ is plaintiff and W. N. G. Slump et al are defendants

Present: Wm A. Orr Guardian ad litem

B. H. Sewell, atty for Plff.

Wm N. G. Slump a witness of lawful age being first duly sworn deposes and says:

Ques - Are you acquainted with the land described in this suit, & if so have you lately seen lines run that effect said land?
ans I am. I have
According to said running is with a shortage in the boundary or number of acres of said land.

This question is objected to.
1st Because leading, immaterial, irrelevant and does not show how any shortage exists, if any.
B. H. Sewell, atty for Plff

ans

I think so

What is the best estimate you have
of said shortage

This question is objected to
Because irrelevant & immaterial,
does not have anything to do
with the issue in this case.
B.H. Sewell atty. for aff.

Ans

It might amount to about seven acres
I can't tell exactly.

What is the quality of the land that
is probably covered by titles of other
men as compared with the
other land.

This question is objected to, because
leading, irrelevant & immaterial, does
not show what titles, or whose, or to
what land is referred to.
B.H. Sewell atty.
for aff.

Ans

It is as good as the best, and is over
an average in value.

Whose titles probably cover portions
of said land.

This question is objected to.
Because it is a supposition,
and does not seek for positive
answer. Question must be
certain, & answer of witness
certain from his own knowledge.
B.H. Sewell atty.
for aff.

ans. A.D. Wilson's in my opinion covers
apart also J. L. Olingers covers apart
x-examined.

Ques 1. Does the line you saw run
come inside of the fence
around the land conveyed by
the plaintiff in this suit-?

Ans. It does.

Ques 2. How long has said land
been fenced by the plaintiff or
by those under whom she claimed?

Ans.
Ans.

I had a part of fenced two years ago.

Ques 3. State whether or not the plaintiff
in this suit, and those under
whom she claimed, ^{has} been in
possession of the land in this
suit, and have claimed to
the whole extent of the bound-
ries under this title papers?

Ans. They have been in possession of a part
of it. and have been for some 30 or 40
years I don't know the exact time.
I don't know to what extent she ^{has} claimed.

Ques 4. Do you know of your own
knowledge that there are any
title papers covering any of the
land in this suit, outside of the

title papers of your father, John
W. Slump dec'd, and those of his
heirs?

Ans I believe there is, but I have never
seen it run. I don't positively know
But I positively believe it.

Ques 5, Did you ever claim any
shortage in this land until
after the institution of
this suit?

Ans I did not.

Ques 6, State whether or not you
are ^{now} trying to set up a short
age in said land for the
purpose of delaying the
plaintiff in the collec-
tion of her purchase
money?

Ans I am not.

Ques 7, State whether or not you
are one of the heirs of John
W. Slump dec'd, and how
long you have known
the land in this suit, and
lived near it?

Ans I am one of his heirs. I have known
it for about 35 years. and was raised
near it.

And further this deponent saith not.

Re-examined by Defendants.

Is there any explanation of any part of this deposition that you desire to make?

Ans

There is.

Ques

What is it?

Ans

I saw this line run by H. D. Wilson's Patent and it covered a part of this land And further this deponent saith not.

W. N. G. Slump

The further taking of these depositions are adjourned until Thursday May the 24th 1894

A. B. Munsey Comr.
in Chancery

No witness appearing to day the taking of these depositions is closed
Given under my hand this the 24th day of May 1894

A. B. Munsey Comr.
In Chancery

Virginia

Lee County to wit;

A. B. Munsey a Comr in Chancery for the Circuit Court of Lee County Virginia do Certify that the foregoing deposition of W. N. G. Slump was duly taken Subscribed and

Sworn to before me at the time and
place and for the purposes mentioned
in the Caption. Given under my
hand this the 24th day of May 1894

A B Munsey Comr
In Chancery

Susan V Hollie
vs Depositions

W. N. G. Stemp

Filed May the 24th
1894

A B Munsey
Clk

Comrs fee \$ 2.25

To Mr N. N. G. Slump, J. Marie B. Slump and Minnie L. Slump

TAKE NOTICE, That I on the 2nd day of

June, 1894 At the residence of John Riddle
in Lee County Virginia,

will proceed to take the deposition of H. N. Wilson and others

which, when taken, are intended to be read as evidence on my behalf in a certain suit in Equity,
now pending in the Circuit Court of Lee County, State of Virginia in which

I am plaintiff and
N. N. G. Slump et al are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

June 16th 1894

Very Respectfully,

Susan V. Collier,
By Counsel,

Susan V. Tallier
vs { notice.

Wm. G. Slumpetee

Legal service of
the within notice
is accepted, and
all irregularities
are hereby waived.

This June 18th 1894.

Wm. A. Orr

Guardian ad litem
for infants & atty
for W. G. Slump.

1 The deposition of H.D. Wilson
2 ~~and others~~ taken before me
3 John Riddle a Justice of the
4 ~~Peace~~ for Lee County Virginia pursuant to
5 notice hereto annexed at the residence
6 of John Riddle in Lee County Vir-
7 ginia, on the 2^d. day of June 1894,
8 & he read as evidence in behalf
9 of Susan V. Callier in a certain
10 suit in equity depending in the
11 Circuit Court of Lee County
12 Virginia wherein W.H. &
13 Slump et al are defendants,
14 and Susan V. Callier is
15 plaintiff.

16 H.D. Wilson a ~~witness~~
17 law full age, being duly
18 sworn deposes as follows:

20 Ques Please state whether you
21 are acquainted with the lands
22 conveyed by Susan V. Callier
23 and her husband John V. Call-
24 ier to Annie B. Slump and Minnie
25 L. Slump, or not—

26 Ans. I am acquainted with land.

28
29
30 Ques State whether or not you
31 have any title papers cov-
32 ering any of said lands and

1 whether or not you are
2 setting up any claim to
3 any part of said land.
4

5 I have no title papers covering
6 any part of of the land

7 I have ~~nothing~~ no claim to the land
8 the land in controversy is on the
9 other side of the ridge
10

11
12
13 And further this deponent
14 saith not.
15 H. D. Wilson

16
17
18 Virginia County of Lee, to wit:

19 I John Riddle
20 a justice of the peace for the
21 County of Lee in State of Virginia
22 do hereby certify that the fore-
23 going deposition of H. D. Wilson
24 was duly taken, sworn to
25 and subscribed before me
26 at the times and place
27 set forth for the purpose in the
28 caption hereto mentioned.
29 Given under my hand this
30 the 2^d Day of June 1894.
31 John Riddle J.P.

32 Further fees \$1.00

W. E. Killman

att 50 cents

Susan V. Callier
vs & Deposition
M. G. Campbell

Received by mail in
good condition and filed
This the 4th day of June
1894 A. B. Munsey
Clerk

This deposition is ob-
jected to because
filed on the first day
of this (June, 1894) term
of the Court, and
because taken on
the day before the
Court began (the
business day before
the Court began)
June 6th 1894,
Wm. A. Orr

Prosecution and return
J. P. K. O.
Wit. S. D.

The deposition of John C Olinger
taken before me A B Munsey a Commr
in Chancery of Lee County Virginia
on the 24th day of May 1894 at the office
of the Circuit in Jonesville Virginia
pursuant to agreement, which deposition
is to be read as evidence in behalf of
the plaintiff in certain suit now
pending in the Circuit Court of Lee
County Va wherein Susan V Collier
is plaintiff and W. N. G. Slump et als
defendants

Present W^m A Orr Guardian ad litem
and atty. for defendant and
B H Sewell atty for Plaintiff

J. C. Olinger a witness of law full
age after being first duly
sworn, deposes and says:

Quest. State whether or not you are
acquainted with the land
conveyed by Susan V. Collier
& husband to James B. & Minnie
L. Slump, as shown by exhibit
B. filed in this case.

Answer I am.

Quest. Please state whether or not
you have any title papers covering
any part of said land, and whether
or not you are setting up any claim

Ans

to any part of said land,
I have no title ^{papers} covering any part
of it, nor am I sitting up any claim
to any part of it.

Ques 3. Do you know the title
papers of H. D. Wilson, if so,
state whether or not his
title papers cover any part
of said land.

Ans

I know that his fifty acre patent
does not cover any of the land.
and this is the land that joins the
said ^{land} that is conveyed in this suit.
(Examination)

Does the 50 acre patent of said Wilson
embrace all the land of said Wilson
that joins said stump land.

Ans

It does not.

Do you know whether or not his other
paper or papers will cover any of
said land

Ans

I do not.

And further this deponent saith not
J. C. Clinger

Witness 146

Virginia Lee

Lee County to wit:

I A. B. Munsey a Commissioner in
Chancery for the Circuit Court of Lee County

Virginia do certify that the foregoing
deposition of J. C. Olinger was duly
taken subscribed and sworn to before
me at the time and place and for
the purposes mentioned in the Cap-
tion! Given under my hand
this the 24th day of May 1894

A. B. Munsey Comm
in Chancery

Susan V. Collier
of Depositions
W. K. G. Sloop

Filed May 29th

1894

A. B. Munsey
Clerk

Comm. 75.

5-12 hours

Commissioners Office
Jonesville Va May 7th 1894

Susan V Collier

Plff

VS

W. N. G. Slemp

Deft

In Chancery

The depositions of A. G. Hyatt and
Hezekiah Cunningham. Taken on this
the 7th day of May 1894 At my office
in the town of Jonesville Virginia
pursuant to an agreement between the
parties. which depositions when taken are
intended to be read as evidence in be-
half of the plaintiff in the above styled
Cause now pending in the Lee County
Circuit Court. Present B. H. Sewell
atly for the plaintiff and W. N. G.
Slemp in his own proper person and
W. N. G. Slemp Guardian Ad litem for ~~Minnie B. Slemp & Maudie B. Slemp~~
A. G. Hyatt. a witness of lawful age
first being duly sworn deposes and
says

Ques 1

Please state your age,
occupation and place
of residence.

Am 16 years old. Cashier and
live at Burrington Gap Va

Ques 2. Please state whether or not
you ever wrote a deed from
John H. Collier, & wife O. N. H.
G. Slemp, and if so, when it

was, and state what you may know about their Contract.

Objection to because the deed referred to is not shown to the witness, and because irrelevant and immaterial to the issues in this cause, and because the question is indefinite.

Wm A. Orr atty.

Ans. 2 I think I did write such a Deed But don't remember the date. Neither do I remember distinctly anything of the contract.

Ques. 3 Please state what tract^{or tracts} of land was conveyed by the deed you wrote?

Ans. 3 It was the Susan V. Collier's interest in John W. Skimp's Estate.

Ques. 4 Please take the note for \$800⁰⁰ filed as exhibit-A, in this cause, and state whether or not it^{is a part} constituted a part of the consideration in the deed you prepared?

Objection to because the note is the highest evidence of what it was executed for, and because irrelevant and immaterial.

Wm A. Orr atty.

Ans. 4 I recognize the said note as my handwriting, and it appears the same was a part of the consideration

of the said deed.

Ques 5 State whether or not you wrote this note at the same time you wrote said deed.

Ans 5 As I now remember it, the note & deed were prepared by me at the same time.

Ques 6. State whether or not you did all the writing for said parties at said time in this transaction.

Ans 6 I think I did.

Ques 7. What was the amount of the consideration in said deed?

I do not now remember.

Ques 8. State whether or not said deed and notes were executed and delivered in your presence?

Ans. I think the note was signed in my presence. But do not know whether the deed was or not, I do not remember whether either deed or note was delivered in my presence.

Examination.

~~Who was the party or parties of the first part in the deed mentioned~~

And further this deponent saith not
Alfred C. C. C.

Hezekiah Cunningham another witness of
lawful age, ^{after first being duly sworn} deposes and says.

1. Ques state your age, occupation
and place of residence.

Ans age 35 years Occupation Farmer residence Lu Co
Va.

Ques 2. Please state whether, or not you
were ever called upon ^{at any time} to prepare
a deed from John H. Collier and
Susan V. Collier his wife to any
one, and whether or not you wrote
a deed for them.

Ans I was requested to write a deed from John
H. Collier & Susan V. Collier to Minnie and
Nannie Slomp and I prepared a deed ac-
cordingly.

Ques 3. Please take the paper filed
in this cause marked exhibit
"B" and state whether or not it
is a copy of the deed which
you prepared?

Ans As I now remember I think it is a
true copy of the deed I prepared.

Ques 4. Who were present when you
did write said deed, and where
were you at?

ans John H Collier, Susan V Collier and
W. N. G. Slump; at the residence of
John H Collier.

Ques 5 Please state at whose re-
quest and direction you
made or wrote said deed to the
said Annie B. Slump and Minnie L.
Slump?

ans I wrote it at the request of W. N. G. Slump
and by the consent of John H & Susan V
Collier.

The foregoing question and answer thereto is
objected to because the said spoken of by the
witness is not denied by the defendants in
this cause, and because the complainant
does not seek to put it aside, but seeks
to enforce it.

Wm A. O'W. Atty.

Ques 6 Please ^{state} whether or not at the
time you prepared said deed, the
said W. N. G. Slump said that a deed
had theretofore been made by the said
Collier & wife to him for the same
land?

ans He did say so, and produced the deed
that had been made to him by John H
& Susan V Collier for the same land
to him.

The foregoing question and the answer

thurs is objected to because the complainant can not take advantage of her own wrong, and because the defendants do not complain that said deed is in any way illegal, and because irrelevant and immaterial.

Wm. A. Ott, atty.

Ques 7. State what was the consideration in said deed from said Collins & wife to W. A. G. Glenn, and whether or not a lien was retained in said deed to secure the payment of the purchase money.

Objected to because irrelevant and immaterial, the consideration of the deed made by Susan V. Collins to Nannie B. and Minnie L. Glenn being the consideration in question in this suit.

Wm. A. Ott, atty.

Ans My recollection is that the consideration was eighteen hundred dollars, and ^{that} there was a vendors lien retained in the deed.

Ques 8. Please take the note for \$800⁰⁰ filed in this cause marked exhibit "A", and state whether or not it was a part of the \$1800⁰⁰ the consideration

mentioned in said deed to W. H. S.
Slomp.

Ans

Ques 7.

Ques 7.

I think this the note that was showed to me
When you all met at the residence
of John H. Collier to prepare the deed
If you speak of preparing, state whether
or not the parties stated the
agreement between them, and
if so, what it was.

Ans

There was an agreement ^{between} John H. Collier
Susan V. Collier and W. H. S.
The agreement was that another deed was
to be executed, and at the request of W. H.
S. This deed was made to the said
Nannie B. Slomp and Minnie L. Slomp.
The consideration in this deed was to be
(\$1500.00) Fifteen Hundred dollars
Some was paid, and a new note ^{was} executed
for a certain sum the exact amount of
which I do not now remember, and
the eight hundred dollar note was to
stand as it was originally executed
and was to be apart of the said fifteen
hundred dollars, and constitutes the last
payment on the purchase price of said
land.

The foregoing question and the answer
there to is objected to in as far as it
changes the written agreement, contract,

and stipulations between the parties.

Wm A. Opp, atty.

Ans 10.

Ans 10.

Please state whether or not the said \$800⁰⁰ note referred to, and marked exhibit "A" in this cause is the same note that was 4th stand and be a part of the \$1500⁰⁰ the consideration in the deed to Annie B. Slump and Minnie L. Slump, and for which the vendor's lien is retained in said last mentioned deed?

Ans

It is the same note.

Ans 11.

If Mr W. H. G. Slump stated on that occasion why he requested and directed the deed for this land to be made to Annie B. Slump, and Minnie L. Slump, please state what it was.

Objected to because no statement that was made or could have been made by Wm H. G. Slump could prejudice or in any way affect the rights of Annie B. and Minnie L. Slump, they being infants.

Wm A. Opp, atty.

Ans

My recollection is that he said he was security to debt that he was liable to have

to pay and he wanted ^{the} deed made to them
so the land could not be sold for the
debt.

The foregoing answer is further
objected to because this is not a suit
by any one to set aside the deed to
Nannie B. and Minnie L. Shump, and
because, if the complainant is
guilty of being a party to a fraud
she has not come into a court
of equity with clean hands &
can not therefore reasonably expect
a decree in such a court.
Wm A. Ott, Atty.

Cross Examination.

- 1 Was you at the time you wrote
said deed a Justice of the Peace of
Lin County?

Ans I was.

- 2 Did you think at the time, from
what you heard John H. Collier, and
his wife, Susan V. Collier say, that
they executed the deed you wrote,
referred to by you as having been
written by you in your deposition
for the purpose of delaying the
creditors of Wm R. H. Shump in
the collection of money due
them?

This question is objected to because witnesses must state facts, not opinions, and because it assumes that said parties said certain things without anything being proved as said by them, and because irrelevant and immaterial to the issue in this case.

B. W. Lowell atty
for defts

Ans

I did not hear ^{John H. Collier & Susan O. Collier} ~~them~~ say anything in regard to delaying the creditors of W. N. G. Slump from collecting any money due them.

3 Did either of the parties state any thing to you about the transactions on that occasion in the absence of the other two? -

This question is objected to so far as it relates to the admissions of W. N. G. Slump, and because no admissions of the plaintiffs are proved. It is not necessary for both to be proved to prove admissions.

B. W. Lowell
att'y for defts

Ans

4

If they did I do not remember it. Then did or did not Mr. Wm N. G. Slump say that he wanted the ~~the~~

land deeded to Nannie B. and Minnie L. Slump for the reason that he owed security money in the pursuance of the Complainant.

Ques. Ans. — I do not remember any thing being said in the absence of any of any the parties; Mr Slump said afterwards that Jonesville that he had the deed made for the purpose of keeping the land from being sold for security debt.

Did you do all the writing on that occasion that either of the parties requested, and if so, what writing did you do besides the deed?

Ans

I wrote the deed the certificate of acknowledgment of the deed, and think I wrote the note, ^{for the amount that I did not remember} but cannot say positive.

If you wrote the note did you write it pursuant to the contract of the parties around — that is pursuant to the agreement between Susan D. Collins and W. R. H. Slump?

Ans

If I wrote the note I wrote as directed by the parties interested.

Did you write the note then filed marked "O" on that occasion, and if so is it a part of the consideration in the deed you wrote?

Ans

I wrote the note, and it is a part of the consideration. This note and the eight hundred dollar note was to constitute the last payment for said land.

The last part of the answer to the foregoing question is objected to because not in answer to the question propounded by the defendants on Cross Examination - and because it refers to many writings which are on file and which are the highest evidence of their contents.

Wm A. Orr
Atty for Defts.

Re-examination.

Ques 1.

You say in your examination in chief that some money was paid down, please state how much was paid, or was paid in cash, out of the \$1500⁰⁰,

Ans

Ques 2.

I cannot state the amount to be paid down. Please state whether or not it took the note "O" for \$360⁷⁰/₁₀₀ and the note "A" for \$800⁰⁰, to make the balance of the unpaid purchase money, that was left after the cash payment,

to make the full consid-
eration of \$1500⁰⁰, mentioned
in the deed to Annie B.
Slump and Marie L. Slump.

Witness Claims
2 days 1⁰⁰ Objection to because of examination in
Chief, because indefinite, and uncertain,
and because any answer to this
question is irrelevant and im-
material, the complainant now being
shown by this deposition to be a
party aiding in a fraudulent
conveyance.

Wm A. Orr, Atty.

Ans

That was my understanding that it took
both notes ~~to make the~~ balance of the
consideration of \$1500⁰⁰, and the last
and deferred payments on the land, I
could have made this statement in my
examination in Chief if the notes had been
produced and the explanation had been
called for.

And further this deponent saith not

Nezekiah Cunningham

By agreement of the parties the further
taking of these depositions is continued
until Saturday the 12th day of May 1894

AB Munsey Comm in
Chancery

Susan V Collier
By Depositions
W. A. G. Slump

Cour 375
wits 1.00

To the Honorable W. J. Miller Judge of
the Circuit Court for Lee County Vir-
ginia:

By virtue of a decree of said
Court, rendered on the 16th day
of June 1894, in the Chancery Cause
of Susan T. Collier against W.
J. G. Slump et al, the undersigned was
~~appointed a~~
special Commissioner for the purpose
of selling the land or so much
thereof, in the bill and proceedings
mentioned, as was necessary to
pay the debt interest and costs
therein decreed. Respectfully reports
that pursuant to the terms of said
decree, your Commissioner, after
duly advertising the time, terms
and place of sale for at least
thirty days prior thereto by
posting written notices of the same
at two or more public places
in said County, one of which
was on the front door of the
Court house of said County, and
one in the neighborhood where the
land lies, on Monday the 20th
day of August 1894, at the front
door of the Court house of said County,
that being Court day, proceeded to
sell said land at public
out-cry to the highest bidder on
a credit of one and two years

time, except so much as was necessary
to pay the costs of suit and Commis-
sions of sale.

Your Commissioner at said sale,
first offered the land in portions
to ascertain if a less quantity
than the whole tract would satisfy
the terms of said decree, but
did not receive any bids therefor.
Your Commissioner then offered for
sale the whole of said tract of land
in the bill and proceedings mentioned, and
C. Slump and C. E. Flannery became
the purchasers at the price of $\$909\frac{15}{100}$
being the highest and best bid, and
in full of the debt, interest, costs of
suit and Commissions of sale, for
which said land was sold. Of said
sum $\$70\frac{67}{100}$ was costs of suit and Commis-
sions of sale, which was paid in hand,
as required by said decree. For the residue
 $\$838\frac{48}{100}$, your Commissioner took two bonds
payable to himself as Commissioner from
said purchasers, for $\$419\frac{24}{100}$ each, payable
in one and two years, respectively, from
date, the day of sale, bearing interest from
date, -

The cost of suit as taxed by the Clerk
was $\$44\frac{12}{100}$, which has been disbursed by your
Commissioner as follows: To A. B. Munnery, Clerk $\$10\frac{62}{100}$, to A. B. Munnery, Commissioner in Charge
 $\$6\frac{25}{100}$, to D. C. Swell, Notary Public $\$2\frac{00}{100}$, to,

1 S.D. F. Richmond County Clerk, seventy five cents,
2 to M.A. Orr. Guardian ad Litem \$5⁰⁰, to H. Cum-
3 ingshaw witness \$1⁰⁰, to L.M. Wade Deputy
4 Sheriff \$1⁵⁰, to John Riddle J.P. \$1⁰⁰,
5 to N.G. Wilson witness fifty cents, For all
6 of the above disbursements your Commissioner
7 took receipts & have them in his possession
8 Your Commissioner as attorney in said Cause
9 retained \$15⁰⁰ out of said cost, being the
10 legal attorney fee, and also the com-
11 missions of sale, amounting to \$26⁵⁸/₁₀₀,
12 your Commissioner accepted S.D. Sleep
13 as surety on said two bonds, whom
14 he considers good.

15 All of which is respectfully
16 submitted. This the 22nd day of
17 October 1894.

18 B.H. Sewell,
19 Special Commissioner.

Susan T. Collier

vs. Commissioners

Report of Sale

N. A. G. Sloop et al,

Filed October 22nd

1894 A. B. Munnery
Clerk

To the Honorable W. J. Miller Judge of the
Circuit Court for Lee County Virginia,

Your undersigned Special Commissioner, in the Chancery Cause
of Susan T. Collier against W. J. G.
Sleep et al, begs leave to report that
pursuant to the terms of a decree ren-
dered in said Cause, on the 17th day
of November 1894, directing him to
collect the two deferred payments when
the two bonds therefor became due, for
which the land was sold in said Cause,
and to pay the same to the party entitled
thereto and to the receipts for same,
the said two bonds were executed
by your said Commissioner by C. Sleep
and C. E. Filson, ^{the purchase of said land} with S. S. Sleep as surety
and each was dated on 20th day of August
1894, and each for the sum of \$419 $\frac{24}{100}$
payable in one and two years from date each
bearing interest from date.

Your Commissioner further reports
that he has collected said two purchase
money bonds, which were paid to him
by C. E. Filson at different times,
and when all was collected, the money
principal and interest thereon amounted
in the aggregate to \$906 $\frac{89}{100}$, and this
amount your Commissioner paid to
Mrs Susan T. Collier the party entitled
thereto, and have her receipts for
the same. As above stated all

Susan T. Collins

to Court's report

of collection of
purchase money -

W. H. Slemp & Co.,

Filed February 16th 1897

A. B. Munsey Clerk

this money which is in full of said
two bonds was paid by C. E. Filanary
Your further reports that the said
C. Slemp and C. E. Filanary,
the purchasers of the land sold
by your commissioners at said
Sale, and which is fully described
in the bill and proceedings in
said Cause, are entitled to and
for said land.

All of which is respectfully
submitted. This 16th day of
February 1897.

B. H. Sewell,
Special Commissioner.

To the Honorable W. D. Miller Judge of
the Circuit Court for Lee County Virginia.
Your undersigned special commis-
sioner, begs leave to report, that pursu-
ant to the terms of a decree, rendered
in the Chancery Cause, of Susan V. Collier
vs W. H. G. Sluif et al, on the 5th day
of March 1897, pending in said Court, he
has made executed, and acknowledged
a deed, conveying to C. Sluif
and C. E. Flanory, the land purchased
by them in said Cause. Said deed
is made with special warranty,
and is herewith filed in this
report.

Your said Commissioner charges
the said C. Sluif and C. E. Flanory
the purchasers of said land, five
dollars for making said
deed. This the 8th day of March
1897.

Respectfully
Submitted,
A. H. Sewell, Special
Commissioner

Susan T. Galloway

vs. Commissioners

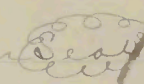
Report of Deed.

W. H. G. Sleep et al.

Filed March the 8th 1897
A. B. Munsey Clerk

800.00

By the first day of November 1893
I bind myself to pay to Susan V. Collier
or order Eight hundred Dollars for
value received of her in hand, being
the third and last payment for her
interest in John W. Slomp's Estate.
And I hereby waive the benefit of my
homestead exemption as to this debt.
Witness my hand and seal this 5th
day of November 1891.

Wm. N. G. Slomp 

W. B. & Sons

20 } State.

\$800⁰⁰

"A"

1 This Deed made this February 4th 1893
2 between John H. Ballier & Susan V. Ballier
3 his wife of the first part and Annie
4 B. Seamp & Minnie L. Seamp parties of
5 the second part all of the County of
6 Lee and State of Virginia. Witnesseth
7 that for and in consideration of the
8 sum of Fifteen hundred Dollars
9 (\$1500.00) in hand paid and secured
10 to be paid the receipt of which is hereby
11 acknowledged the said John H. and
12 Susan V. Ballier parties of the first
13 part do by these presents give grant
14 bargain sell release and convey
15 unto Annie B. Seamp and Minnie L.
16 Seamp parties of the second part all
17 of their right title and interest in
18 and to a certain boundary of Land
19 lying and being in Turkey Cove Lee
20 County Virginia and Bounded as follows
21 to wit. Beginning at a set stone in
22 R. L. & F. S. Seamps line Corner to T. P.
23 Seamps lot of Land thence N 48 1/2 E 55 Poles
24 & links to a set stone in R. W. Orr's
25 line thence with his line N 54 1/2 W 54
26 poles to an ash now gone near a cherry
27 tree N 43 E 18 poles to a stake N 52
28 W 14 poles to a sugar tree and Beech
29 now down N 30 W 56 poles to a beech
30 trunk stump where Callahan made
31 shingles N 26 W 28 poles to two
32 spotted oaks on top of River ridge

1 thence along the top of said ridge as
2 it meanders S 66 N 25 poles to a maple
3 S 57 N 16 Poles to a large chestnut oak
4 S 48 N 34 poles to three chestnuts from
5 one stump and a spotted oak corner
6 to H. B. Sump's land thence S 43 1/2 E 30
7 Poles to a set stone S 42 1/2 E 12 poles
8 to set stone S 25 E 20 poles to a dog-
9 wood and red bird S 37 E 7 poles and
10 15 links to a set stone S 24 1/2 E 43 Poles
11 and 2 links to a set stone S 30 1/2 E 55
12 poles and 18 links to Black oak S 37 1/2
13 E 30 poles and 22 links to the Beginning
14 Containing Sixty five acres (65) more
15 or less and being the tract of land
16 Deed by the other heirs of John W Sump
17 Deceased to the said Susan V Leellis
18 as shown by their Deed of November
19 2nd 1889 with all its appurtenances
20 reserving one half acre including
21 the grave yard as a burial place
22 for the family of the said John W
23 Sump and their descendants and
24 the parties of the first part also
25 do by these presents hereby convey
26 to the parties of the second part
27 their undivided One sixth 1/6 interest
28 in one acre of land Deed by John
29 A Olinger to John W Sump said acre
30 of land is situated in the Grob
31 Orchard Lee County Virginia and
32 embraces a coal Bank. For a

1 more particular description of the
2 course and bearing of said acre
3 reference is hereby made to the
4 said Deed from Oliver to Seunf. But
5 be it expressly understood that
6 a Vendor lien is hereby retained
7 upon the sixty five acres (65)
8 tract for the unpaid purchase
9 money. Witness the following
10 signatures and seals the day and
11 date first herein written.

12 J. H. Blair (Seal)
13 Susan Blair (Seal)

14
15 Virginia Lee County to wit:
16 I Hezekiah Cunningham
17 a Justice of the said County and State
18 aforesaid do hereby certify that
19 John H. Blair and Susan Blair
20 whose names are signed to the
21 foregoing Deed bearing date of Febr
22 uary the 4th 1893 have acknowledged
23 the same before me in my County
24 aforesaid to be their act and Deed
25 Given under my hand the 4th day
26 of February 1893.

27 Hezekiah Cunningham J.P.
28 Lee County Va

29
30 Virginia Lee County to wit:
31 In the office of the clerk
32 of the said County September 18th 1893

1 this Deed was presented and together
2 with the certificate thereto annexed
3 was admitted to record.

4 Teste S. V. F. Richmond
5 Clerk

6 A Copy Teste: S. V. F. Richmond Clerk

John H. Coover, Clerk

Copy Deed

Marie B. Dempster

Recorded Deed Book
No 29. Page 347

Fee 45

"B"

This Deed made this 5th day of November
1891 between John A. Carrier and Susan
V. Carrier his wife of the first part
and W. N. G. Slemmons party of the second
part all of the County of Lee and State
of Virginia, witnesses that for
and in consideration of the sum
of Eight hundred Four^{ty} Dollars (\$804⁵⁰)
in hand paid and secured to be
paid, the receipt of which is hereby
acknowledged, the said John A. and
Susan V. Carrier parties of the first part
do by these presents give grant bargain
sell release and convey unto W. N. G. Slemmons
party of the second part, all their right
title and interest in and to a certain
boundary of land lying and being in
Curry Cove Lee County Virginia, and
bounded as follows to wit; Beginning at
a set stone in R. C. T. S. Slemmons line, corner
to A. P. Slemmons lot of land, thence N 48 1/2 E -
55 poles to a set stone in R. W. -
Crosby line, thence with his line N 54 1/2 W -
54 poles to an ash now gone, near a Cherry -
tree N 43 E 18 poles to a stake N 52 W 14 poles -
to a sugar tree and beech now down N 30
W 56 poles to a Chestnut stump where
Callahan made shingles N 26 W 28 poles
to two spotted oaks on top of River Ridge
thence along the top of said ridge as it
meanders S 66 W 25 poles to a maple, S 57
W 16 poles to a large Chestnut oak, S 48
W 34 poles to three Chestnuts from one
stump and a spotted oak, corner to

A. B.
M. L.

1500

1 N. P. Plump's land, thence S $43\frac{1}{2}$ E 30 poles
2 to a set stone, S $42\frac{1}{2}$ E 17 poles to a set stone
3 S 75 E 20 poles to a dogwood and red bud
4 S 37 E 7 poles & 15 links to a set stone, S $24\frac{1}{2}$
5 E 43 poles & 5 links to a set stone, S $30\frac{1}{2}$
6 E 10 poles & 18 links to a black oak, S $37\frac{1}{2}$
7 E 30 poles & 22 links to the Beginning —
8 Containing (65) sixty five acres, more or
9 less, and being the tract of land deeded by
10 the other heirs of John W. Plump, deceased to
11 the said Susan V. Collier, as shown by their
12 Deed of November 2nd 1889, with all
13 its appurtenances, reserving one half
14 acre including the groveyard, as a burial
15 place for the family of the said John W.
16 Plump and their decedents.

17 And the parties of the first part, also
18 do by these presents hereby convey to the
19 party of the second part their undivided
20 one sixth ($\frac{1}{6}$) interest in one acre of land
21 deeded by John C. Olinger to John W. Plump.
22 Said acre of land is situated in the Crab Orchard
23 Lee County Virginia, and embraces a coal bank.
24 For a more particular description of the
25 courses and bearings of said acre, reference
26 is hereby made to the said Deed from Olinger
27 to Plump, But be it expressly understood
28 that a vendors lien is hereby retained
29 upon the sixty five (65) acre tract, for the
30 unpaid purchase money, Witness the
31 following signatures and seals.

32 J. H. Collier Seal
33 Susan V. Collier Seal

Virginia, Lee County, to wit:

I Hezekiah Cunningham a justice of
the Peace, for the County and State aforesaid
do certify that John H. Collier and Susan
V Collier whose names are signed to the
foregoing Deed, bearing date November
5th 1891. Have acknowledged the same before
me in my County aforesaid, to be their
act and deed. Given under my hand
this 6th day of November 1891.

Hezekiah Cunningham

J. Peare.
Lee Co. Va.

W. N. G. Stimpf.

From Deed.

John A. Callier & wife

11411

\$366 ⁷⁶/₁₀₀

One day after date I, bind myself
to pay Susan ~~of~~ Cloier or order
three ~~Hundred~~ and sixty three dollars
and seventy ~~cents~~ for value received of
her in land which is due to Marie
B. Slomp and Marie, L. Slomp, being the
remainder of the purchase money upon
the tract ~~in~~ ~~land~~ described in said deed
Witness my hand and seal this the
4th day ~~of~~ ~~February~~ 1893

M. N. L. Slomp (Seal)

0
Dr N. G. Slomp

To 3 Note

\$3.63 ⁷⁰/₁₀₀

Cr the within in Note one hundred and one
dollars by lifting one hundred dollar note at Towls
valley Bank & one dollar in cash this March the 14
1893

Cr the within note \$245 in Stock & \$239 + 40 cents
in cash this Dec the 23 1893.

Susan V. Callie

vs. J

Wm. H. H. Slump

Exhibit "D" filed
with Heskiah
Lummingham's
Deposition

Virginia:

In the Circuit Court of Lee County—
At June Term 1894.
Nannie B. and Minnie S. Slump, Infants &c et al
ads J In Chy— Brief of Infants A. A. L.
Susan V. Collier — To the Hon W. Y. Miller, Judge &c

Complainant's evidence
proves her a party to an iniquity. In
her depositions. Courts of Equity do not
tollerate iniquities, nor encourage fraud
by taking jurisdiction of any cause when
it appears that the person who asks
equity has come into Court with
soiled hands.

"He who comes into
equity must do so with clean hands;
or, as the maxim has been otherwise
expressed, "he that hath committed
iniquity shall not have equity."
See Bispham's Principles of Equity,
p 67, Sec. 42, & references; 76 V= 671; 83 V= 504.

These Infant- defendants have never
been capable of doing an iniquity and
are not-shown to have been cogni-
zant of this transaction between
Complainant and Wm N. A. Slump.

The transaction is solely between
Susan V. Collier, ~~stated~~ Complainant

and W. H. A. Slump - and the
object to cheat the creditors of
said Slump. The complainant
can't take advantage of his own
wrong & come into a fair
court - and enforce a sundry
equitable lien. She must
look to her co-partner in
iniquity for her money -

Nor, will a Court of equity
interfere & compel the deed
executed to these Infants &
set up the one first made to
said Slump for the same
reasons. See the same Author-
ities.

Wm A. Orr,

Guardian ad litem.

The case, in any event, should be referred
to a Commissioner to ascertain the
shortage in the land - & the
guardian ad litem suggests that
he has been informed at this
Court - that part of the land is
vacant - & not covered by any
patent from the Com. of the

Wm A. Orr, Jr. J. C.

Nannie B. Slump et al
By Guardian ad litem
vs } Brief

Susan V. Collins

Wm A. Orr }
Guardian ad litem

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. N. G. Slemp, Marie B. Slemp
and Minnie L. Slemp*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *First* Monday in *February*, 1894, to answer a bill in Chancery, exhibited against *them* in our said court by *Susan T. Collier*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *22nd* day of *January*, 1894, and in the 11 *8th* year of the Commonwealth.

A. B. Munsey Clerk.

R. 111
Susan V. Collier

US. { SUBPENA
IN CHANCERY.

W. N. S. Slemphal

B. H. Sewell p. q.

To 1st February Rules 1894

Circuit Court.

Executed Feb'y the
3-1894 by Delivering
a true office copy
to W. N. S. Slemphal
Marice B. Slemphal
& Minnie L.
Slemphal at 4 O'clock
P. M. This Feb'y
the 3-1894 L. M.
Made D. S. for
C. E. Gilman
195 S. L. C.
287